Product Policy Document: Harvey (platform): Contract-Verified

Product and vendor: Harvey, Harvey AI (Counsel AI Corporation). The legal AI platform: Vault document storage and analysis, Knowledge research, Agents, contract intelligence.

Way of working: Platform. The vendor picks the models, and every document the tool works on is uploaded into the vendor's cloud store. Harvey is not a harness, and this document does not treat it as one; the Harvey/Cursor parallel is governance (provider-level ZDR by default, covered models by admin opt-in), not data residence.

Status: Ready to adopt (contract-verified), subject to the order-form confirmations in Section 3. Harvey publishes its full standard contract stack, and the stack was read in full on 2026-08-05; the load-bearing commitments here are contract text, not marketing. That is the strongest evidence position of any platform in this set.

Implements: Model Firm AI Use Policy (42/02). Exhibits: 15 (Harvey Platform Agreement, updated 2026-01-09, retrieved 2026-08-05); 16 (Harvey Data Processing Addendum, updated 2026-08-02, retrieved 2026-08-05); 17 (Harvey contract stack verification memo, 2026-08-05; the legal index page re-checked 2026-08-08, same document set published); 11 (Wave 1 exhibits pass memo).

Document date: 2026-08-08.

1. What this is

Harvey is a vendor-hosted legal AI platform sold by negotiated subscription: the firm's documents go into Vault (Harvey's cloud store), and research, review, drafting, and agent workflows run over them with models Harvey chooses. The current subprocessor list names Microsoft, OpenAI, Google, AWS, and Anthropic (US only), among others (Exhibit 17).

Three contract facts define the posture. First, **the no-training and no-retention clause is a standing default** (Platform Agreement section 11.8): Harvey will not train on Your Content or Customer Data, subprocessors will not train on it, and subprocessors, "except for cloud storage providers," will not retain or log it for human review. The DPA makes Harvey fully liable for each subprocessor's performance (Exhibit 16, section 4.2). Second, **the covered-model exception is a formal contract mechanism**, not fine print: "Extended AI Features" (the contractual home of Fable 5 and its 30-day safety window) are optional, separate from the Basic Service, and enabled only by customer administrators (Exhibit 17, Service Terms). Third, **the cloud-storage exception is the architecture**: the clause that bars provider retention deliberately excepts the cloud layer where Vault lives. The firm's documents reside in Harvey's cloud for the life of the subscription, deleted within 30 days of termination (Platform Agreement section 7.4).

That third fact is the price of the platform, and it should be named at adoption, not discovered later: the firm's working set and its session log live on the vendor's side, so the confidentiality remedy (purge the vendor store) and the practical needs (billing reconstruction, replaying a session, answering a fee dispute) pull against each other. The record habit in Section 6 is how the policy pays that price down.

2. The Approved Tool List row (implements Section 3)

Harvey (platform). Tier / account type: Enterprise subscription; order form [reference] | **Training disabled:** Yes; contract (Platform Agreement 11.8; also covers Feedback and Usage Data, 3.4 and 11.7) | **Memory off / scoped:** No vendor personalization feature published [confirm at order-form review] | **Retention terms:** Provider retention barred by contract, cloud storage excepted; Vault stored for the term, region pinned per order form; deletion within 30 days of termination (PA 7.4) | **Permitted input tier:** Tier 2 upon signature | **Agentic capabilities:** Harvey Agents: platformhosted workflows; policy Section 5 human-review rules apply; enumerate enabled agents here | **Approved date:** [date of adoption] | **Notes:** Extended AI Features decision recorded here: [enabled / disabled, models, date]. Terms-stability clause PA 1.3.2

3. Required setup (implements Sections 3 and 4): the order-form checklist

Harvey sells through order forms, so setup is a negotiation-day checklist plus configuration. Steps 1 through 7 are the Administrator's; step 8 is every user's.

1. **Confirm the standard stack applies unmodified.** The published Platform Agreement, Service Terms, Security Addendum, and DPA are the standard forms; order forms set fees, regions, and features. Confirm in the order form that nothing in it detracts from sections 11.8, 7.4, or the DPA, and file the executed set with this document. (The stack itself promises stability: Harvey may not update the terms in a way that detracts from its data and security obligations without the customer's express written authorization, PA 1.3.2.)
2. **Pin the region** (US) in the order form; the Security Addendum's region-pinning follows the order form (Exhibit 17).
3. **Make the Extended AI Features decision, deliberately and in writing.** This is the covered-model opt-in: enabling it permits designated models' subprocessors to retain, review, and process Customer Data on different terms (the Fable 5 30-day safety window lives here). The specific model designations sit in Documentation behind the login; obtain the current list at signature and record the decision on the row. Same discipline as the Cursor covered-model step: decide once, in writing, not under deadline.
4. **Configure Vault governance.** Who can create vaults, how vaults map to matters (one matter, one vault, mirroring the policy's folder-scoping rule), sharing defaults, and how ethical walls are enforced in Vault permissions. Verify wall behavior with a test before first client use (policy Section 4: integrated tools must honor the walls, verified at vetting).
5. **Enumerate and gate the agents.** Harvey Agents execute multi-step work on the platform. Each enabled agent is recorded on the row; the policy's autonomous-action prohibition applies unchanged (nothing files, sends, or communicates externally without attorney review).
6. **Subscribe to subprocessor-change notices** (30 days' notice, 15-day objection right, termination with pro rata refund as the remedy, DPA 4.1). The Administrator, not a shared inbox, receives these.
7. **Ask the pricing-model questions** (policy Section 3, vetting item 6): seat definitions, staff seats, usage components, cap behavior before deadlines.
8. **Users: complete training** before first client use: the upload-first fact (Section 4), the export habit (Section 6), and the tracked-changes rule for documents Harvey edits.

4. What may go in (implements Section 4)

- **Tier 1:** permitted.
- **Tier 2 (client documents and matter facts):** permitted once the order form is executed on the standard stack and the Section 3 configuration is done. That is what contract-verified buys: the enterprise-configuration requirement is satisfied by the signed defaults.
- **Tier 3:** prohibited absent informed client consent and Administrator approval, as everywhere. Note that Vault's region pinning and Harvey's full subprocessor liability are relevant facts for any future Tier 3 consent conversation; the call remains case by case.

This product's specific hazard is the upload reflex. On a platform, working on a document means uploading it; after a month of habit, uploading stops feeling like disclosure. It is disclosure: every Vault upload is a Tier 2 input of the whole document into a vendor's cloud, and matter-scoped vaults (Section 3, step 4) are what keep one client's uploads from becoming another client's context.

5. Verification (implements Section 5)

Unchanged: the four-step ladder, the statute check, the no-delegation rule. Harvey's research grounding and citation surfacing are aids, not substitutes; court-bound citations get all four steps. Documents edited on the platform come back to Word for the reviewable-record rule: keep the before version, compare, review the changes.

6. The record (implements Sections 8 and 10)

The platform holds the session log; the firm does not, unless it acts. The habit: for any session that materially assists work product, export the operative content (the query, the key outputs, the document versions) into the matter file the same day. At termination, use the retrieval window deliberately: Harvey deletes remaining Customer Data within 30 days of termination (PA 7.4), and the export is the firm's to make before that clock matters.

Billing: subscription overhead under Section 8; if the order form contains usage components, the pass-through rules (disclosure, actual cost) apply to any client charge.

7. Vendor facts and evidence grades

No training by Harvey or subprocessors; no subprocessor retention or human-review logging, cloud storage excepted. Source: Exhibit 15, PA section 11.8 | **Grade:** Contract (standard published form) | **Date:** Updated 2026-01-09, retrieved 2026-08-05

Harvey fully liable for subprocessors, bound to materially equivalent obligations. Source: Exhibit 16, DPA section 4.2 | **Grade:** Contract | **Date:** Updated 2026-08-02, retrieved 2026-08-05

Extended AI Features: covered-model carve-out, optional, admin-configured, separate from Basic Service. Source: Exhibit 17 (Service Terms, updated 2026-06-22) | **Grade:** Contract | **Date:** Retrieved 2026-08-05

Deletion within 30 days of termination; region pinning; AES-256 at rest, TLS 1.2+. Source: Exhibits 15, 17 (PA 7.4; Security Addendum) | **Grade:** Contract | **Date:** Same

Terms cannot be updated to detract from data/security obligations without written customer authorization. Source: Exhibit 15, PA section 1.3.2 | **Grade:** Contract | **Date:** Same

Subprocessor list including Anthropic (US only); 30-day notice and objection mechanics. Source: Exhibit 17 (list updated 2026-08-02); Exhibit 16 | **Grade:** Contract / published list | **Date:** Same

Fable 5 designated as an Extended AI Feature. Source: Harvey blog (2026-06-09), noted in Exhibit 17 | **Grade:** Published; the authoritative Documentation sits behind the login | **Date:** Same

Not established: whether small-firm order forms modify the standard defaults in practice, and the current Extended AI Features model list (Documentation behind login). Both are Section 3, steps 1 and 3. **The ask for the vendor:** the current Extended AI Features Documentation, and written confirmation in the order form that the standard stack applies unmodified.

8. Re-vetting triggers (implements Section 12)

1. **Service Terms updates** (they changed twice in June 2026 alone; the Extended AI Features definition lives there).
2. **Subprocessor list changes** (30-day notices arrive by subscription; an added AI provider re-opens the provider-retention analysis).

3. **Extended AI Features designations change** (a new covered model, or an existing model moving in or out of the carve-out).
4. **Any proposed terms change touching data or security**: the stability clause (PA 1.3.2) makes this require the firm's written authorization; the request itself is the trigger.
5. **Vault, Agents, or sharing features change materially** (new surfaces mean new data paths; Shared Spaces with other organizations would need its own analysis before use on client matters).
6. **Pricing model changes.**